

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER THREE (3)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, CHILDREN, YOUTH AND FAMILIES DEPARTMENT, hereinafter referred to as the "Agency" and NEW MEXICO STATE UNIVERSITY, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT

1. Revise Article II "Scope of Work" to reference the newly revised Attachment I – Scope of Work.
2. Revise Attachment I – Scope of Work (Amendment #2 executed on August 19, 2014), to add services pertaining to section Fatherhood Training, Family Support Services Training in FY15 only. More specifically, add Number 4. Numbers 5 through 11 to follow in succession.
3. Revise Article III "Limitation of Cost", to increase column Family Support Services Training by \$66,880.00 for FY15 (Total Training Costs \$70,180.00, Annual Budget \$205,232.00) for a new contractual total of \$591,688.00.
4. Revise Attachment 2 – Budget (Amendment #2 executed on August 19, 2014) to reflect the increase in FY15.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as Revised Attachment I – Scope of Work dated March 13, 2015 and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement) or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

ARTICLE III. Limitation of Cost

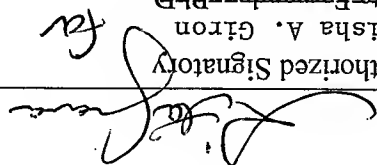
The total amount of the monies payable to the Contractor under this Agreement shall not exceed five hundred ninety-one thousand six hundred eighty-eight dollars and zero cents \$591,688.00. The annual budget is attached hereto as Revised Attachment 2 – Budget dated March 13, 2015 is incorporated herein by reference.

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor – Regents of New Mexico State University

Date: 03/27/2015


Alisha A. Giron
Neta Fernandez, PhD
Authorized Signatory

Director, Office of Grants and Contracts
Printed Title of Authorized Signatory

N/A

Legal Counsel, Contractor

Agency – Children, Youth and Families Department


Pamela Romero
Secretary or Designee, Agency

Approved as to legal form and sufficiency.


Amanda H. Romero
Office of General Counsel, Agency

Date: 3-27-15

Revised Attachment 1 – Scope of Work dated March 13, 2015
Regents of the New Mexico State University

Performance Measures:

80% of all participants in this training will demonstrate by the pre and post test scores and their improvement in knowledge and/or skills.

NMSU will coordinate with Agency to provide training as outlined below:

Adoption Conference

1. The Contractor shall coordinate one Adoptive Parent Conference. The majority of conference expenses will be charged to this contract. Some conference expenses will be charged to IV-E funds under a separate agreement. These IV-B funds will be used to pay for trainers, location, registration, issuing CEU's, child care, activities for children, refreshment breaks and provide for conference evaluation.
2. The conference will be open to Agency staff, Agency adoptive parents and children adopted through Agency free of charge.
3. The Contractor shall work in collaboration with Agency work/advisory group to allow for adequate planning for a professional conference.
4. Agency will have final approval of approving a theme, topics, presenters, format, etc. and shall maintain an efficient and timely method of review and approval for decision making.
5. The Contractor shall complete a final assessment report for this training event and forward the results to Agency within sixty (60) days of completion of the contract. The assessment will comprise of, but is not limited to, information on the trainers and training, goals and objectives of the training, registrants and who actually attended, contact hours or CEU's issued, evaluation supporting data and narrative comments, and a detailed listing of final expenditures.

IV-B Provider Training

1. The Contractor shall, in Collaboration with Agency, offer four (4) two (2) day trainings for Family Support Services Providers.
2. The Contractor shall, in collaboration with Agency, offer four (4) two (2) day trainings for Time-Limited Reunification Providers.
3. The Contractor shall, in collaboration with Agency, offer four (4) day core training for Family Support Services, In-Home Services and Time-Limited Reunification providers.
4. The training shall provide education, be skill-based and will include child welfare training as defined and allowed by the Title IV-B regulations.
5. The training topics and dates will be approved by Agency.
6. The Contractor shall be responsible for registration, sign-in, training materials and issuing CEU's for the above mentioned trainings.
7. The Contractor shall be responsible for finding facility where trainings can occur.
8. The Contractor shall provide all training materials and refreshments for all trainings.
9. Agency shall maintain a timely and efficient method of review and approval for decision-making.
10. The Contractor shall complete a final assessment report for each training event and forward the results to Agency within sixty (60) days of each training event. The assessment will consist of but is not limited to, an agenda for the training, a list of attendees including daily sign-in sheets, goals and objectives of the training, a copy of all materials presented at the training, a list of participants and CEU's issued, evaluation supporting data, and narrative comments, a detailed list of expenditures.

11. Contractor shall not be responsible for providing mileage or per diem reimbursement to attendees.

In-Home Services Training:

1. The Contractor shall, in collaboration with Agency, conduct training on topic area that supports the In-Home Services program.
2. The Contractor shall, in collaboration with Agency, offer four (4) two (2) day trainings for In-Home Services Providers.
3. The Contractor shall, in collaboration with Agency, offer a four (4) day core training for In-Home Services for providers.
4. The Contractor shall, in collaboration with Agency, offer a four (4) day core training for In-Home Services workers employed by Agency.
5. The training shall provide education, be skill-based and will include child welfare training as defined and allowed by the Title IV-B regulations.
6. The training topics and dates will be approved by Agency.
7. The Contractor shall be responsible for registration, sign-in, training materials and issuing CEU's for the above mentioned trainings.
9. The Contractor shall be responsible for finding facility where trainings can occur.
10. The Contractor shall provide all training materials and refreshments for all trainings.
11. The Contractor shall maintain a timely and efficient method of review and approval for decision-making.
12. The Contractor shall complete a final assessment report for each training event and forward the results to the Agency within (60) days of each training event. The assessment will consist of, but is not limited to, an agenda for the training, a list of attendees including daily sign-in sheets, goals and objectives of the training, a copy of all materials presented at the training, a list of participants and CEU's issued, evaluation supporting data, and narrative comments, a detailed list of expenditures.
13. Contractor shall not be responsible for providing mileage or per diem reimbursement to attendees.

Fatherhood Training, Family Support Services Training:

1. The Contractor shall, in collaboration with the Agency, conduct training on topic area that supports the Fatherhood and Family Support Services program.
2. The Contractor shall, in collaboration with the Agency, offer at least four (4) two (2) day trainings for Fatherhood and Family Support Services providers.
3. The Contractor shall, in collaboration with the Agency, offer an evidence based training for Fatherhood and Family Support service providers during FY13 and FY14.
4. The Contractor shall, in collaboration with the Agency, coordinate, facilitate and fund registration for approximately 80 eligible participants to attend a Circle of Security Parenting Training during FY15.
5. The training topics and dates will be approved by the Agency.
6. The Contractor shall be responsible for registration, sign-in, training materials and issuing CEU's for the above mentioned trainings.
7. The Contractor shall be responsible for finding facility where trainings can occur.
8. The Contractor shall provide all training materials and refreshments for all trainings.
9. Agency shall maintain a timely and efficient method of review and approval for decision-making.
10. The Contractor shall complete a final assessment report for each training event and forward the results to the Agency within sixty (60) days of each training event. The assessment will consist of, but is not limited to, an agenda for the training, a list of attendees including daily sign-in sheets, goals and objectives of the training, a copy of all materials presented at the training, a list of participants and CEU's issued, evaluation supporting data, and narrative comments, a detailed list of expenditures.

11. Contractor will not be responsible for providing mileage and per diem reimbursement to attendees.

IV-B Program Support

The Contractor shall, in collaboration with the Agency, provide program support as defined and allowed by Title IV-B regulations. Activities include but are not limited to:

1. Develop in collaboration with the Agency a recruitment and retention plan for staff. The contractor shall complete a comprehensive review of existing Agency recruitment efforts, conduct research on successful recruitment and retention strategies being implemented in other child welfare agencies, examine head-hunter recruitment and retention approaches and techniques that are potentially useful for employment in a public sector agency, and use this information and knowledge to develop both immediate and future recruitment efforts with approval from the Agency.

2. Provide, in collaboration with the Agency, two (2), two (2) day courses in SAFE basic training for at least fifty eight (58) staff participants. Provide two (2), one (1) day SAFE supervisory trainings for at least twenty six (26) supervisors in the Agency. In addition, provide two (2), one (1) day SAFE refresher and interviewing trainings for at least sixty (60) participants.
3. Develop, in collaboration with the Agency and FACTS content specialists, thirteen (13) FACTS e-learning training modules to be utilized as part of core training for new employees. Modules shall include an overview of FACTS and FACTS fundamentals as well as specialized e-learning for specific job classifications.
4. Provide other training and/or program support activities as identified and agreed upon by the Contractor and the Agency.

IV-B Program Support (Foster Parent Conference Stipends)

There are approximately 200-500 families who may be eligible for assistance in the form of stipends and/or child care.

1. Issue stipends to eligible foster parents attending the Annual Foster Parent Conference in order to assist foster parents with travel expenses incurred by attending the conference.
2. Issue stipends for child care on behalf of foster children and their parents who are attending the conference.
3. Submit a report to CYFD PSD Community Services Bureau within 60 days of final issuance of stipends to include at minimum the following: Provider Name, FACTS number, residence and mailing address, phone, county of residence, stipend amount and date stipend issued.

Revised Attachment 2 – Budget for FY13 (1 of 4) dated March 13, 2015
Regents of the New Mexico State University

	Fatherhood	In-Home	Services	Training (In-	house &	Contracted)	FY13	Annual	Budget
Project Director, Shelly A									
Bucher									
Project Coordinator II, TBD	\$ 1,767.00	\$ 1,767.00						\$ 3,534.00	
Project Coordinator II, TBD	\$ 2,692.00	\$ 2,692.00						\$ 5,384.00	
Audit Budget Tech I, Loreta	\$ -	\$ 1,200.00						\$ 2,400.00	
Diaz	\$ -	\$ 1,160.00						\$ 2,320.00	
Program Facilitator, TBD	\$ -	\$ 633.00						\$ 1,266.00	
Program Facilitator, TBD	\$ -	\$ 525.00						\$ 1,050.00	
Overtime to help with workshops	\$ -	\$ -						\$ -	
Fringe @29%	\$ -	\$ -						\$ -	
Fringe @ 17% for overtime	\$ -	\$ -						\$ -	
Total Personnel	\$ -	\$10,290.00						\$ 20,580.00	
Travel**									
Employee**	\$ 273.00	\$ 2,000.00						\$ 3,773.00	
Total Travel	\$ 273.00	\$ 2,000.00						\$ 3,773.00	
Supplies									
Office	\$ 300.00	\$ 200.00						\$ 800.00	
Publications/films	\$ -	\$ 139.00						\$ 353.00	
Food Products(e.g. snacks, soft	\$ -	\$ -						\$ -	
Drinks, refreshments- working	\$13,200.00	\$ 4,594.00	\$ 3,000.00					\$22,264.00	
Non-Capitalized Equipment	\$ -	\$ -						\$ 300.00	
Non-Capitalized Equipment	\$ -	\$ -						\$ -	
Total Supplies	\$13,500.00	\$ 4,933.00	\$3,000.00					\$ 23,717.00	
Services									
Postage	\$ 500.00	\$ -	\$ -					\$ 75.00	
Communications	\$ -	\$ -	\$ -					\$ 250.00	
Printing /Reproduction	\$ 4,000.00	\$ 1,100.00	\$ -					\$ 5,350.00	
Rental	\$ 2,000.00	\$ -	\$ -					\$ 5,030.00	
Presenters	\$ 4,000.00	\$ -	\$ -					\$ 7,645.00	
Non NMSU Employee Travel	\$ -	\$ -						\$ -	
Presenters	\$ -	\$ -						\$ -	
Prof. Services Contractors	\$ 3,000.00	\$ -	\$ -					\$ 35,855.00	

Total Services	\$13,500.00	\$1,100.00	\$30,000.00	\$10,105.00	\$ 54,705.00
Total by Training	\$27,273.00	\$18,323.00	\$33,000.00	\$24,179.00	\$102,775.00
IDC/F&A Costs	\$ 2,727.00	\$ 1,832.00	\$ 3,300.00	\$ 2,418.00	\$10,277.00
Total Training Costs	30,000.00	\$20,155.00	\$36,300.00	\$26,597.00	\$113,052.00

The annual total amount for FY13 shall not exceed \$113,052.00, including gross receipts tax.

The annual allotments may be changed only with the written permission of the Agency. The Contractor must provide support documentation for all expenditures on the line item budget, completing the expenditure report form and submitting the form along with the monthly invoice.

The Contractor will be required to provide a 33% match, this match can be in-kind. The Contractor will be required to submit a letter outlining proposed match by the beginning of each fiscal year. The Contractor will also be required to provide a final letter how match was met with the final invoice.

** Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FY13	\$ 113,052.00
FY14	\$ 168,052.00
FY15	\$ 205,232.00
FY16	\$ 105,352.00
Total	\$ 591,688.00

	Personnel	Adoption Conference	IV-B Provider Training	Fatherhood & Family Support Services Providers	IV-B Program Support	In-Home Services Training (In-house & Contracted)	Annual Budget FY14
Project Director,	\$ -	\$ 1,767.00			-	\$ 1,767.00	\$ 3,534.00
Project Coordinator II,					-		
TBD							
Project Coordinator II,	\$ -	\$ 2,692.00				\$ 2,692.00	\$ 5,384.00
TBD							
Project Coordinator II,	\$ -	\$ 1,200.00				\$ 1,200.00	\$ 2,400.00
Audit Budget Tech I,							
Loretta Diaz	\$ -	\$ 1,160.00			-	\$ 1,160.00	\$ 2,320.00
Program Facilitator, TBD	\$ -	\$ 633.00			-	\$ 633.00	\$ 1,266.00
Program Facilitator, TBD	\$ -	\$ 525.00			-	\$ 525.00	\$ 1,050.00
Overtime to help with workshops	\$ -	\$ -			-		
Fringe @29%	\$ -	\$ -	\$ 2,313.00		-	\$ 2,313.00	\$ 4,626.00
Fringe @ 17% for overtime	\$ -	\$ -	\$ -		-	\$ -	\$ -
Total Personnel	\$ -	\$10,290.00			-	\$10,290.00	\$ 20,580.00
Travel**							
Employee**	\$ 273.00	\$ 2,000.00			-	\$ 1,500.00	\$ 3,773.00
Total Travel	\$ 273.00	\$ 2,000.00			-	\$ 1,500.00	\$ 3,773.00
Supplies							
Office	\$ 300.00	\$ 200.00			-	\$ 300.00	\$ 800.00
Publications/films	\$ -	\$ 139.00			-	\$ 214.00	\$ 353.00
Food Products(e.g. snacks, soft	\$ -	\$ -			-	\$ -	\$ -
Drinks, refreshments- working	\$13,200.00	\$ 4,594.00	\$ 3,000.00		-	\$ 1,470.00	\$ 22,264.00
Non-Capitalized Equipment	\$ -	\$ -			-	\$ 300.00	\$ 300.00
Non-Capitalized Equipment	\$ -	\$ -			-	\$ -	\$ -
Total Supplies	\$13,500.00	\$ 4,933.00	\$3,000.00		-	\$ 2,284.00	\$ 23,717.00
Services							
Postage	\$ 500.00	\$ -			-	\$ 75.00	\$ 575.00
Communications	\$ -	\$ -			-	\$ 250.00	\$ 250.00
Printing /Reproduction	\$ 4,000.00	\$ 1,100.00			-	\$ 250.00	\$ 5,350.00
Rental	\$ 2,000.00	\$ -			-	\$ 3,030.00	\$ 5,030.00

Presenters	\$ 4,000.00	\$ -	\$ -	\$ 3,645.00	\$ 7,645.00
Non NMSU Employee					
Travel	\$ -	\$ -			
Presenters	\$ -	\$ -			
Prof. Services	\$ 3,000.00	\$ -	\$30,000.00	\$ 2,855.00	\$ 85,855.00
Contractors					
Total Services	\$13,500.00	\$ 1,100.00	\$30,000.00	\$50,000.00	\$104,705.00
Total by Training	\$27,273.00	\$18,323.00	\$33,000.00	\$50,000.00	\$152,775.00
IDC/F&A Costs	\$ 2,727.00	\$ 1,832.00	\$ 3,300.00	\$ 5,000.00	\$ 15,277.00
Total Training Costs	30,000.00	\$20,155.00	\$36,300.00	\$55,000.00	\$168,052.00

The total annual amount for FY14 shall not exceed \$168,052.00, including gross receipts tax.

The annual allotments may be changed only with the written permission of the Agency. The Contractor must provide support documentation for all expenditures on the line item budget, completing the expenditure report form and submitting the form along with the monthly invoice.

The Contractor will be required to provide a 3% match, this match can be in-kind. The Contractor will be required to submit a letter outlining proposed match by the beginning of each fiscal year. The Contractor will also be required to provide a final letter how match was met with the final invoice.

** Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FY13	\$ 113,052.00
FY14	\$ 168,052.00
FY15	\$ 205,232.00
FY16	\$ 105,352.00
Total	\$ 591,688.00

Revised Attachment 2 – Budget for FY15 (3 of 4) dated March 13, 2015
Regents of the New Mexico State University

	Adoption Conference	IV-B Provider Training	Family Support Services Providers	In-Home Services Training (In-house & Contracted)	IV-B Program Support	Foster Parent Conference	Annual Budget FY15
Personnel							
Project Director	-	\$3,000.00	-	\$1,420.00	-	-	\$4,420.00
Project Coordinator I	-	\$2,700.00	-	\$3,000.00	-	-	\$5,700.00
Project Coordinator II	-	\$1,300.00	-	\$2,400.00	-	-	\$3,700.00
Project Coordinator III	-	\$450.00	-	-	-	-	\$450.00
Fiscal Assistant	-	\$727.00	-	\$727.00	-	-	\$1,454.00
Program Facilitator I	-	\$300.00	-	\$300.00	-	-	\$600.00
Program Facilitator II	-	\$300.00	-	\$300.00	-	-	\$600.00
Fringe @ 30%	-	\$2633.10	-	\$2,444.10	-	-	\$5,077.20
Total Personnel	-	\$11,410.10	-	\$10,591.10	-	-	\$22,001.20
Travel**							
Employee**	\$600.00	\$300.00	-	\$250.00	-	-	\$1,150.00
Total Travel**	\$600.00	\$300.00	-	\$250.00	-	-	\$1,150.00
Supplies							
Office	\$300.00	\$200.00	-	\$300.00	-	-	\$800.00
Publications/films	-	\$100.00	-	\$200.00	-	-	\$300.00
Conference	-	-	-	-	-	-	-
Materials (Non-Office Supplies)	\$973.00	-	-	-	-	-	\$973.00
Total Supplies	\$1,273.00	\$300.00	-	\$500.00	-	-	\$2,073.00
Services							
Postage	\$400.00	-	-	\$75.00	-	-	\$475.00
Communications	-	-	-	\$100.00	-	-	\$100.00
Printing	\$1,000.00	\$912.90	-	\$150.00	-	-	\$2,062.90
Rental - meeting space & A/V	\$4,800.00	\$500.00	-	\$500.00	-	-	\$5,800.00
Catering - refreshments, working meals	\$13,200.00	\$4,500.00	\$3,000.00	\$1,450.00	-	-	\$22,150.00
Prof. Services	\$6,000.00	\$400.00	-	\$10,562.90	\$30,000.00	-	\$46,962.90
Contractors	-	-	-	-	-	-	-
COS Registration	-	-	\$60,800.00	-	-	\$23,000.00	\$60,800.00
Stipends & Child Care	-	-	-	-	-	\$23,000.00	\$23,000.00
Total Services	\$25,400.00	\$6,312.90	\$63,800.00	\$12,837.90	\$30,000.00	\$23,000.00	\$161,350.80

Total by Training							
\$27,273.00	\$18,323.00	\$63,800.00	\$24,179.00	\$30,000.00	\$23,000.00	\$186,575.00	
IDC/F&A Costs							
\$2,727.00	\$1,832.00	\$6,380.00	\$2,418.00	\$3,000.00	\$2,300.00	\$18,657.00	
Total Training Costs							
\$30,000.00	\$20,155.00	\$70,180.00*	\$26,597.00	\$33,000.00	\$25,300.00	\$205,232.00	

The total annual amount for FY15 shall not exceed \$205,232.00, including gross receipts tax.

The annual allotments may be changed only with the written permission of the Agency.
The Contractor must provide support documentation for all expenditures on the line item budget, completing the expenditure report form and submitting the form along with the monthly invoice.

The Contractor will be required to provide a 33% match; this match can be in-kind. The Contractor will be required to submit a letter outlining proposed match by the beginning of each fiscal year. The Contractor will also be required to provide a final letter how match was met with the final invoice.

*The total amount of \$70,180.00 includes General Fund. For FY15, the Contractor will NOT be required to provide match for funds issued to Family Support Services.

** Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FY13	\$ 113,052.00
FY14	\$ 168,052.00
FY15	\$ 205,232.00
FY16	\$ 105,352.00
Total	\$ 591,688.00

13

Total Services	\$25,400.00	\$6,312.90	\$3,000.00	\$12,837.90	\$23,000.00	\$70,550.80
Total by Training	\$27,273.00	\$18,323.00	\$3,000.00	\$24,179.00	\$23,000.00	\$95,775.00
IDC/F&A Costs	\$2,727.00	\$1,832.00	\$300.00	\$2,418.00	\$2,300.00	\$9,577.00
Total Training Costs	\$30,000.00	\$20,155.00	\$3,300.00	\$26,597.00	\$25,300.00	\$105,352.00

The total annual amount for FY16 shall not exceed \$105,352.00, including gross receipts tax.

The annual allotments may be changed only with the written permission of the Agency.
The Contractor must provide support documentation for all expenditures on the line item budget, completing the expenditure report form and submitting the form along with the monthly invoice.
The Contractor will be required to provide a 33% match, this match can be in-kind. The Contractor will be required to submit a letter outlining proposed match by the beginning of each fiscal year. The Contractor will also be required to provide a final letter how match was met with the final invoice.
** Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FY13	\$ 113,052.00
FY14	\$ 168,052.00
FY15	\$ 205,232.00
FY16	\$ 105,352.00
Total	\$ 591,688.00